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14 Attorneys for Plaintiff,  
15 Kenneth Lewis

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18 SOUTHERN DIVISION

19 Kenneth Lewis,

20 Plaintiff,

21 vs.

22 D. Scott Carruthers and Associates, LLC,

23 Defendant.

Case No.: 8:15-cv-01695

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

- 1. THE FAIR DEBT COLLECTION PRACTICES ACT; AND**
- 2. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Kenneth Lewis (hereafter “Plaintiff”), by undersigned counsel, brings  
2 the following complaint against D. Scott Carruthers and Associates, LLC (hereafter  
3 “Defendant”) and alleges as follows:  
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s violations of the Fair Debt  
7 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”), and violations of the  
8 Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, *et seq.*  
9 (“Rosenthal Act”).  
10

11 2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), Cal. Civ.  
12 Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
13

14 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
15 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
16 where Defendant transacts business in this district.  
17

18 **PARTIES**

19 4. Plaintiff is an adult individual residing in Hawthorne, California, and is a  
20 “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
21

22 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3), and is a  
23 “debtor” as defined by Cal. Civ. Code § 1788.2(h).  
24

25 6. Defendant is a business entity located in Stanton, California, and is a  
26 “person” as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code §  
27 1788.2(g).  
28

1           7. Defendant uses instrumentalities of interstate commerce or the mails in a  
2 business the principle purpose of which is the collection of debts and/or regularly  
3 collects or attempts to collect debts owed or asserted to be owed to another, and is a  
4 “debt collector” as defined by 15 U.S.C. § 1692a(6).  
5

6           8. Defendant, in the ordinary course of business, regularly, on behalf of  
7 itself or others, engages in the collection of consumer debts, and is a “debt collector”  
8 as defined by Cal. Civ. Code § 1788.2(c).  
9

10  
11                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**  
12

13           9. Plaintiff is a natural person allegedly obligated to pay a debt asserted to  
14 be owed to a creditor other than Defendant.

15           10. Plaintiff’s alleged obligation arises from a transaction in which property,  
16 services or money was acquired on credit primarily for personal, family or household  
17 purposes, is a “debt” as defined by 15 U.S.C. § 1692a(5), and is a “consumer debt” as  
18 defined by Cal. Civ. Code § 1788.2(f).  
19

20           11. At all times mentioned herein where Defendant communicated with any  
21 person via telephone, such communication was done via Defendant’s agent,  
22 representative or employee.  
23

24           12. Within the past year, Defendant contacted Plaintiff in an attempt to  
25 collect a debt.  
26  
27  
28

1           13. During a live conversation that occurred on or about June 16, 2015,  
2 Defendant threatened to garnish Plaintiff's wages at twenty-five percent (25%) if  
3 Plaintiff was unwilling to agree to make monthly payments in the amount of \$200.00.  
4

5           14. Plaintiff questioned whether a court would order a twenty-five percent  
6 (25%) wage garnishment given his circumstances.  
7

8           15. Defendant responded and misrepresented that the court would certainly  
9 award that amount.  
10

11           16. Plaintiff believes that Defendant intentionally made this  
12 misrepresentation in order to pressure Plaintiff into making a higher payment than he  
13 could afford.  
14

15           17. Upon information and belief, Defendant does not have a judgment  
16 against Plaintiff and was, therefore, unable to obtain any garnishment against  
17 Plaintiff's wages at the time Defendant made the statement.  
18

19  
20                           **COUNT I**

21           **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15**  
22                           **U.S.C. § 1692, et seq.**

23           18. Plaintiff incorporates by reference all of the above paragraphs of this  
24 complaint as though fully stated herein.

25           19. The FDCPA was passed in order to protect consumers from the use of  
26 abusive, deceptive and unfair debt collection practices and in order to eliminate such  
27 practices.  
28



1           27. Defendant threatened to garish Plaintiff's wages if the alleged consumer  
2 debt was not paid, when it had no intent or lawful means to do so, in violation of Cal.  
3 Civ. Code § 1788.10(e).

5           28. Defendant falsely represented that a legal proceeding had been or was  
6 about to be instituted unless the alleged consumer debt was paid, in violation of Cal.  
7 Civ. Code § 1788.13(j).

9           29. Defendant did not comply with the provisions of 15 U.S.C. § 1692, *et*  
10 *seq.*, in violation of Cal. Civ. Code § 1788.17.

12           30. Plaintiff was harmed and is entitled to damages as a result of Defendant's  
13 violations.

14  
15                                   **PRAYER FOR RELIEF**

16           WHEREFORE, Plaintiff prays for judgment against Defendant for:

- 17  
18           A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);  
19           B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);  
20           C. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);  
21           D. Statutory damages of \$1,000.00 for knowingly and willfully committing  
22           violations pursuant to Cal. Civ. Code § 1788.30(b);  
23           E. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C.  
24           § 1692k(a)(3) and Cal. Civ. Code § 1788.30(c);  
25           F. Punitive damages; and  
26  
27  
28

1 G. Such other and further relief as may be just and proper.  
2

3 **TRIAL BY JURY DEMANDED ON ALL COUNTS**  
4

5  
6 DATED: October 20, 2015

TRINETTE G. KENT

7 By: /s/ Trinette G. Kent  
8 Trinette G. Kent, Esq.  
9 Lemberg Law, LLC  
10 Attorney for Plaintiff, Kenneth Lewis  
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